

SUPPLEMENTAL AGREEMENT, made this 11<sup>th</sup> day of May, 1964, between GREAT NORTHERN RAILWAY COMPANY, a corporation, hereinafter called "Railroad", and ANACONDA ALUMINUM COMPANY, a corporation, hereinafter called "Industry",

WITNESSETH:

The parties hereto are parties to an agreement dated February 5, 1954, providing for the construction, maintenance and operation of spur trackage at Conkelley, Montana, as amended by supplemental agreement dated December 15, 1958. Industry wishes to have Railroad rearrange, rehabilitate, maintain and operate the trackage shown on Exhibit "A", which is attached hereto and made a part hereof. Railroad is willing to do so on the terms and conditions herein stated.

NOW, THEREFORE, it is mutually agreed:

1. Industry shall, at its expense, do all grading necessary for the work described herein.
2. Railroad, at Industry's expense, shall relocate the track shown colored yellow to the location shown colored red on said exhibit; shall construct the track shown colored green on said exhibit and shall install two crossing frogs as shown colored green on said exhibit.
3. In consideration of the work to be done by Railroad hereunder at Industry's cost and expense, Industry

shall pay Railroad as follows:

(a) The sum of \$20,810, being the agreed cost of the work and materials to be furnished by Railroad for the relocation and rehabilitation of the track shown colored yellow on said exhibit, payable in monthly installments, each such installment to be a proportion of the agreed cost which is equal to the proportion of work completed by Railroad at the end of each month as estimated by Railroad's Kalispell Division Superintendent.

(b) The actual cost of the work and materials to be furnished by Railroad for construction of the track and crossings shown colored green on said exhibit, payable in monthly installments equal to the actual charges for total labor and materials shown in Railroad's accounts at the end of each month. Upon completion of the work Railroad shall provide Industry with an itemized bill for the work described in this subsection. For information purposes the estimated cost of construction of the track and crossings shown colored green on said exhibit is \$14,800.

"Cost" for the purpose of this agreement shall be actual labor costs, plus assignable additives for payroll taxes, vacation allowances and insurance against employer's liability; material and supplies to be charged at current value where used. Rental for equipment shall be on a no-profit basis to the Railroad.

Necessary engineering and superintendence shall be provided by the Railroad without cost to the Industry.

4. Railroad shall maintain the track shown colored red and green on said exhibit at Industry's expense. Industry shall own said track.

5. All of the terms and conditions of said agreement dated February 5, 1954 shall apply to the maintenance and operation of the rearranged track described herein and as modified and amended hereby, said agreement dated February 5, 1954, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

APPROVED AS TO FORM

Date April 6, 1964  
By R.B. Stennett

GREAT NORTHERN RAILWAY COMPANY

By [Signature]  
Vice President

DESCRIPTION CORRECT

Date Apr. 6, 1964  
By Arthur L. Otto

ANACONDA ALUMINUM COMPANY

By [Signature]  
President

CONSIDERATION APPROVED

Date Apr. 6, 1964  
By Walter G. Adkins

APPROVED AS TO TERMS  
AND CONDITIONS

Date Apr. 6, 1964  
By Arthur L. Otto